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T.R.A. DOCKET ROOM

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February 8, 2005

**VIA HAND DELIVERY**

Hon. Pat Miller, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee

RE: *BellSouth's Tariff to Introduce Transit Traffic Service, TRA No. 2004-1259*  
TRA Docket 04-00380

Dear Chairman Miller:

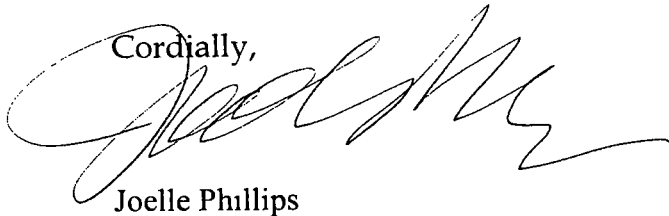
BellSouth is filing a revised tariff with the Authority under separate cover, and that filing contains several changes, including some that address concerns expressed by other parties that have intervened in this docket.

In Section A26.1.2.A of the revised tariff, BellSouth has added language to clarify that the rates in the proposed tariff will apply only to those telecommunications service providers that do not have an interconnection agreement with BellSouth that provides for payment of transit traffic service. This language also states that charges in this tariff will not apply to any carrier who has an expired interconnection agreement providing for payment of transit traffic service provided that carrier is engaged in ongoing negotiations or arbitration for a new interconnection agreement and the former agreement provides for continuing application during that period.

Hon. Pat Miller, Chairman  
February 8, 2005  
Page 2

BellSouth has engaged in discussions regarding this tariff with parties who have sought to intervene and raise issues regarding the application of the tariff. BellSouth has fashioned the revised tariff language in an attempt to resolve the concerns of those parties. In addition to these changes in our proposed tariff, BellSouth states that it will not assert that regulatory approval of this tariff constitutes a finding that resolves the issue of whether or not BellSouth has an obligation to provide cost-based transit traffic service pursuant to a negotiated or arbitrated interconnection agreement in accordance with 47 USC §§ 251 and 252.

Cordially,

A handwritten signature in black ink, appearing to read 'Joelle Phillips', written over the word 'Cordially,'.

Joelle Phillips

## CERTIFICATE OF SERVICE

I hereby certify that on February 8, 2005, a copy of the foregoing document was served on the following, via the method indicated:

☐ Hand  
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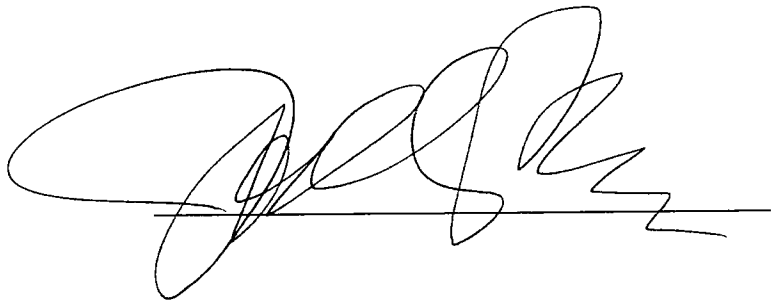
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A large, stylized handwritten signature in black ink, likely belonging to Guilford Thornton, is written over a horizontal line.